

Exhibit B

IAM/DZ Agreement

CONFIDENTIAL

Page - 1 -

April 17, 2005

ADDENDUM AGREEMENT between

Mr. Daniel Zanger ("DZ")
4872 Topanga Canyon Blvd
PMB #401
Woodland Hills, CA 91364

And,

Independent Asset Management, LLC ("IAM")
Attn: George Szele
Managing Director
177 Broad Street, Suite 1051
Stamford, CT 06901

This document shall constitute an ADDENDUM AGREEMENT ("AA") to the binding agreement dated October 19, 2004 (the "Agreement") between Independent Asset Management, LLC ("IAM") currently located at 177 Broad Street, Suite 1051, Stamford, CT 06901 USA, and Mr. Daniel Zanger ("DZ"), located at 4872 Topanga Canyon Blvd, PMB #401, Woodland Hills, CA 91364, whereby the parties agree to the following terms and conditions.

Whereas Section 2. II. In Agreement states:

ii) DZ shall place USD 100 thousand with IAM immediately for working capital needs, in exchange for EITHER a) IAM waiving its share of the Management Fee for 18 months on USD 10 million in Class Z shares OR b) IAM agreeing to return the entire 100 thousand to DZ first before taking any portion of any Fees as described herein.

Our Addendum is:

2. II. A. It is understood and agreed by IAM and DZ that DZ shall place an additional amount of USD 50 thousand with IAM, immediately, for working capital needs, in exchange for a) IAM agreeing to return the entire 50 thousand to DZ first before taking any portion of any Fees as described in Agreement AND b) IAM pledging 3/4% of ANY after expense earnings or awards of any kind or if the company is sold or by virtue of its investments in others or any other earnings, including but not limited to either the pending specialist class action potential amounts or SEC fair fund distribution amounts.

IAM/DZ Agreement

CONFIDENTIAL

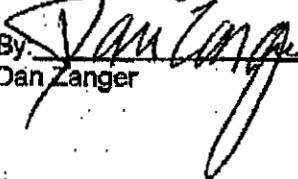
Page - 2 -

2. ii. B. It is further understood and agreed by IAM and DZ that DZ shall place, upon IAM's request, an additional amount of USD 50 thousand with IAM after July 15, 2005, at IAM's option if IAM deems it necessary for additional working capital needs, in exchange for a) IAM agreeing to return the entire 50 thousand to DZ first before taking any portion of any Fees as described in Agreement AND b) IAM pledging another 3/4% of ANY after expense earnings or awards of any kind or if the company is sold or by virtue of its investments in others or any other earnings, including but not limited to either the pending specialist class action potential amounts or SEC fair fund distribution amounts.

If the foregoing correctly states the understanding and addendum agreement as to the terms and conditions stated herein, each party should indicate its acceptance by signing in the space provided for below. This Addendum does not change or alter, in any other way, the Agreement of Oct. 19, 2004.

Agreed and Accepted:

Mr. Daniel Zanger

By: 
Dan Zanger

Agreed and Accepted:

Independent Asset Management, LLC

By: 
George Szele
(Managing Director)